

1 MATTHEW FRANKLIN JAKSA (STATE BAR NO. 248072)
2 HOLME ROBERTS & OWEN LLP
3 560 Mission Street, 25th Floor
4 San Francisco, CA 94105-2994
5 Telephone: (415) 268-2000
6 Facsimile: (415) 268-1999
7

8 Attorney for Plaintiffs
9 SONY BMG MUSIC ENTERTAINMENT;
10 WARNER BROS. RECORDS INC.;
11 INTERSCOPE RECORDS; VIRGIN
12 RECORDS AMERICA, INC.; LAFACE
13 RECORDS LLC; ARISTA RECORDS
14 LLC; and UMG RECORDINGS, INC.

15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

SONY BMG MUSIC
ENTERTAINMENT, a Delaware
general partnership; WARNER BROS.
RECORDS INC., a Delaware
corporation; INTERSCOPE
RECORDS, a California general
partnership; VIRGIN RECORDS
AMERICA, INC., a California
corporation; LAFACE RECORDS
LLC, a Delaware limited liability
company; ARISTA RECORDS LLC, a
Delaware limited liability company;
and UMG RECORDINGS, INC., a
Delaware corporation,

Case No.: C 07-04292 WDB

Related Cases:

STIPULATION TO JUDGMENT
AND PERMANENT INJUNCTION

Plaintiffs,

vs.

Chad Decker,

Defendant.

1 Plaintiffs and Defendant hereby stipulate to the following terms, and that the
2 Court may enter a final Judgment and Permanent Injunction in favor of Plaintiffs
3 and against Defendant without further notice or appearance by the parties, as
4 follows:

5
6 1. Defendant shall pay to Plaintiffs in settlement of this action the total
7 sum of \$10,150.00.

8
9 2. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and
10 service of process fee) in the amount of \$550.00.

11
12 3. Defendant shall be and hereby is enjoined from directly or indirectly
13 infringing Plaintiffs' rights under federal or state law in any sound recording,
14 whether now in existence or later created, that is owned or controlled by Plaintiffs
15 (or any parent, subsidiary, or affiliate record label of Plaintiffs) ("Plaintiffs'
16 Recordings"), including without limitation by:

17
18 a) using the Internet or any online media distribution system to
19 reproduce (i.e., download) any of Plaintiffs' Recordings, to
20 distribute (i.e., upload) any of Plaintiffs' Recordings, or to make
21 any of Plaintiffs' Recordings available for distribution to the
22 public, except pursuant to a lawful license or with the express
23 authority of Plaintiffs; or

24
25 b) causing, authorizing, permitting, or facilitating any third party to
26 access the Internet or any online media distribution system through
27 the use of an Internet connection and/or computer equipment
28 owned or controlled by Defendant, to reproduce (i.e., download)

1 any of Plaintiffs' Recordings, to distribute (i.e., upload) any of
2 Plaintiffs' Recordings, or to make any of Plaintiffs' Recordings
3 available for distribution to the public, except pursuant to a lawful
4 license or with the express authority of Plaintiffs.

5
6 Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant
7 and/or any third party that has used the Internet connection and/or computer
8 equipment owned or controlled by Defendant has downloaded without Plaintiffs'
9 authorization onto any computer hard drive or server owned or controlled by
10 Defendant, and shall destroy all copies of those downloaded recordings transferred
11 onto any physical medium or device in Defendant's possession, custody, or control.

12
13 4. Defendant has been properly and validly served with the Summons
14 and Complaint in this action, and is subject to the jurisdiction of the Court.

15
16 5. Defendant irrevocably and fully waives notice of entry of the
17 Judgment and Permanent Injunction, and understands and agrees that violation of
18 the Judgment and Permanent Injunction will expose Defendant to all penalties
19 provided by law, including for contempt of Court.

20
21 6. Defendant irrevocably and fully waives any and all right to appeal the
22 Judgment and Permanent Injunction, to have it vacated or set aside, to seek or
23 obtain a new trial thereon, or otherwise to attack in any way, directly or
24 collaterally, its validity or enforceability.

25
26 7. Nothing contained in the Judgment and Permanent Injunction shall
27 limit the right of Plaintiffs to recover damages for any and all infringements by

1 Defendant of any right under federal copyright law or state law occurring after the
2 date Defendant executes this Stipulation to Judgment and Permanent Injunction.
3

4 8. Defendant acknowledges that Defendant has read this Stipulation to
5 Judgment and Permanent Injunction, and the attached [Proposed] Judgment and
6 Permanent Injunction, has had the opportunity to have them explained by counsel
7 of Defendant's choosing, fully understands them and agrees to be bound thereby,
8 and will not deny the truth or accuracy of any term or provision herein. Defendant
9 is at least 18 years old and is otherwise legally competent to enter into this
10 Stipulation to Judgment and Permanent Injunction.

11
12 9. The Court shall maintain continuing jurisdiction over this action for
13 the purpose of enforcing this final Judgment and Permanent Injunction.

14 Dated: 12/17/07

15 HOLME ROBERTS & OWEN LLP
16 MATTHEW FRANKLIN JAKSA (STATE
17 BAR NO. 248072)

18 By s/ Matthew Franklin Jaksa
19 Matthew Franklin Jaksa
20 Attorney for Plaintiffs
21 SONY BMG MUSIC
22 ENTERTAINMENT; WARNER
23 BROS. RECORDS INC.;
24 INTERSCOPE RECORDS; VIRGIN
25 RECORDS AMERICA, INC.;
26 LAFACE RECORDS LLC;
27 ARISTA RECORDS LLC; and
28 UMG RECORDINGS, INC.

29 Dated: 11/12/07

30 By Chad Decker, in propria persona
31 